

LOCATION AGREEMENT

- I. The California Department of the Youth Authority (YA) is approving access to the _____ on _____ from _____
 _____ Institution Name ("Location") _____ (Date) _____ (Time)
 to _____ in order for _____ Licensee to _____
 _____ (Time) _____ (Information)

- II. A YA Form (consent form) shall be completed for each adult ward or inmate before a photograph, film or videotape identifying the adult ward or inmate may be taken at the Location. An adult ward or inmate's consent is not required where individuals in such settings as the exercise yard or dining hall are not singled out, or where the adult ward or inmate's identity is not revealed; however, before such shots are taken, adult ward or inmates shall be advised so those who do not want to be recognized may turn away or leave the area. No photograph, film or videotape identifying a minor (whether ward or inmate) may be taken at the Location unless the licensee provides a consent signed by the minor's parent or legal guardian. Before any shots are taken, YA employees shall be advised so those who do not want to be filmed may turn away or move out of camera range.
- III. Licensee agrees that, in the event of a disturbance that may, in the opinion of the Superintendent or his/her designee, threaten the safety or security of the institution or any person, the production will be halted at the request of the Superintendent or designee and Licensee's personnel will be escorted out of the area.
- IV. Licensee agrees to preserve in original, unaltered condition the videotape(s) created while inside the Location. Licensee shall preserve the original, unaltered videotape(s) for one year. Should YA advise Licensee that it or another law enforcement agency has need for the tapes in connection with any criminal, civil or administrative investigation or proceeding, Licensee will continue to preserve the original, unaltered videotape(s) until the conclusion of the investigation and final adjudication of any proceeding. Licensee reserves the right to contest any subpoena or other effort to compel production of any such material under the protections accorded by California State law and the U.S. Constitution.
- V. Licensee agrees to obtain a California Film Permit, and access to the Location is conditioned on possession of such a permit. Licensee further agrees to comply with all reasonable limitations on the production imposed by YA for the safety and security of individuals and the institution.
- VI. Licensee agrees to name YA as an additional insured on its insurance policies, with effective date(s) of _____ and such insurance policies will include _____
 _____ (Date)
coverage for liability, workers' compensation, and property damage. Access to the Location is conditioned upon presentation of written proof of compliance with this provision, which Licensee shall tender to YA.
- VII. Licensee acknowledges YA may incur additional staffing costs in connection with the use of the Location. Licensee agrees to be responsible for such reasonable staffing

costs directly associated with Licensee's use of the Location including benefits and overtime rates of pay. Licensee will be notified of the approximate staff requirements.

- VIII. Licensee shall defend, indemnify and save harmless the State of California, YA, and all of its officers and employees from any and all claims, suits, actions and losses of every name, kind and description including but not limited to claims by YA employees, members of the public, wards, inmates, and Licensee's officers, employees or agents, arising out of any harm caused by any tortious or criminal behavior, or conduct in contravention of this agreement or the institution's regulations, by

(Name)
its agents, employees or representatives in conjunction with its activities at the Location
on _____
(Date)

- IX. Licensee waives any and all rights to any type of express or implied indemnity against the State, YA, its officers or employees.

This agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can only be modified by signed written agreement on behalf of both parties hereto.

PRINT OR TYPE LICENSEE'S NAME <u>NAME, TITLE</u>	
BY (AUTHORIZED REPRESENTATIVE'S SIGNATURE)	DATED.
CALIFORNIA DEPARTMENT OF THE YOUTH AUTHORITY	
BY GEORGE KOSTYRKO, Assistant Director, Communications	DATED.